

**CITY OF PETALUMA, CALIFORNIA**  
**MEMORANDUM**

*Water Resources and Conservation Department, 100 English St., Petaluma CA 94952*  
*(707 778-4304 Fax (107)776-3635 E-mail: [dwrc@ci.petaluma.ca.us](mailto:dwrc@ci.petaluma.ca.us))*

DATE: July 11, 2002

TO: John Nelson

FROM: Thomas S. Hargis, Director of Water Resources and Conservation

SUBJECT: City of Petaluma Review of Framework Issues

The Petaluma City Council at their meeting of June 17, 2002, supported the framework issues developed through the public process for development of a new master water supply agreement.

The City Council also supported the following management recommendations of items for consideration as part of the new master agreement:

1. Definitions

Delete the references to water-treatment facilities or make it clear that this agreement would not authorize the construction of a water treatment plant at Lake Sonoma or some other location. Better define water treatment facilities as meaning chlorination or pH adjustment equipment.

2. Scheduling of Additions Replacements to Transmission System

Add language requiring prior written approval of Petaluma before a contract can be awarded for construction of the new parallel Petaluma aqueduct. This language would be consistent with the language requiring prior written consent of Valley of the Moon and Sonoma before a contract can be awarded by the Agency for the construction of the new parallel Sonoma Aqueduct.

Add language requiring that each contractor maintain local storage (excluding SCWA storage) equal to 1.5 times the average daily delivery during the month(s) of highest historical use. This would be consistent with what the SCWA storage target is. This would help insure all the contractors equitably share SCWA system storage.

3. Further Modifications to Transmission System

Santa Rosa has the option of taking 40 mgd of water from either the Santa Rosa Aqueduct or Reach 1 and 2 of the Cotati Intertie Aqueduct while their total maximum combined take is 56.6 mgd. Using this logic, I would add language to allow Petaluma the option of taking

our entitlement from either the existing Petaluma Aqueduct or the new parallel aqueduct regardless of whether or not we increase our entitlement.

4. Water Conservation Measures

Add language that would allow all contractors the option of non-participation in SCWA water conservation programs. Require separate accounting of funds collected by the SCWA for each contractor and reimbursement with interest at the time a contractor decides to opt out of participation in such programs. This would allow more control and opportunities locally. Add language that would also allow funding of programs that reduce future demands or the need to expand water rights or diversions.

5. Delivery entitlements of Water Contractors

Staff recommends either Petaluma not have an annual limit or that it be increased to allow for storage and recovery opportunities. If Petaluma were successful with an aquifer storage and recovery program, we would not need an increase in entitlement. Under Amendment 10, we are entitled to 17 mgd (19,042 AF per year) with no annual limit.

In the case of Petaluma, the effect of the proposed 13,400 AF limit (3.1) would eliminate aquifer storage and recovery as a water supply option.

6. Storage Facilities Revenue Bonds Charges

Include Petaluma along with North Marin Water District as having the option to provide local storage rather than participate in future storage projects.

7. Explore a master agreement with all parties included as the preferred regional approach.
8. A proposed master agreement which would encompass all users of the regional system and which would replace any separate agreements now in place.
9. Joint Powers Agreement formed to govern the agreement, composed of elected officials.
10. Future water projects defined with costs allocations.
11. Future projects and environmental work not defined by the new master agreement would not be funded without amendments. These future projects would include such projects as a treatment facility at Lake Sonoma and replacement of existing facilities.

12. Cost allocation for the system and future projects would be based on actual water use with a take-or-pay clause based on total entitlement.
13. Operational issues such as storage utilization would be addressed in the new master agreement.
14. Participants in the new master agreement would all have equal opportunity to cash-out on new project components, as well to provide local storage in-lieu of system storage participation.
15. Future facilities would be inter-tied to the existing facilities to maximize the overall reliability and efficiency of the system regardless of how much or how little capacity is requested.
16. No two-party agreements should be made in the future without approval of all parties in the master agreement.

The following issues were the result of the Council's discussion:

- A. Commit to spending conservation dollars locally. The commitment should be to spending dollars, but not necessarily by paying the dollars first to the Sonoma County Water Agency.
- B. Use the Memorandum of Understanding for Impaired Water Supply as the basis of negotiation points; Strengthen compliance measures.
- C. The existing groundwater should be considered as part of the total local water supply i.e. emergency wells are emergency wells but not part of the aqueduct supply.
- D. Where does the water that has been conserved go, does it stay in the river.

TSH:seg

cc: Fred Stouder  
Mike Ban  
Steve Simmons  
Tom Hargis  
File